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 10 UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 11 (SOUTHERN DIVISION)

12 MIGUEL ESTRADA AVILA,
 13
 Plaintiff,
 14 vs.
 15 ROCKET MORTGAGE, LLC,
 16 Defendant.
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Case No.:

**COMPLAINT FOR VIOLATION
 OF 42 U.S.C. § 1981 AND
 CALIFORNIA STATE LAW;
 INJUNCTIVE AND
 DECLARATORY RELIEF AND
 DAMAGES**

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1 Plaintiff Miguel Estrada Avila (“Plaintiff” or “Estrada”), by his attorneys
2 brings the following allegations, based upon information and belief, against
3 Defendant Rocket Mortgage, LLC (“Defendant” or “Rocket Mortgage”):

4 **INTRODUCTION**

5 1. Defendant Rocket Mortgage follows a policy of imposing arbitrary
6 additional requirements on financial product applicants who are not United States
7 citizens or Lawful Permanent Residents (“LPRs”).

8 2. Plaintiff Estrada was and remains unable to access Defendant’s
9 financial services without arbitrary unequal conditions imposed upon him based on
10 his immigration status. Estrada brings this case against Rocket Mortgage for
11 unlawful discrimination on the basis of alienage in violation of the Civil Rights Act
12 of 1866, as codified at 42 U.S.C. § 1981 (“Section 1981”), and the Unruh Civil
13 Rights Act, as codified at California Civil Code §§ 51, *et seq.*

14 **JURISDICTION AND VENUE**

15 3. This Court has subject matter jurisdiction over Plaintiff’s Section
16 1981 claims under 28 U.S.C. § 1331. This Court has supplemental jurisdiction
17 over Plaintiff’s state-law claims under 28 U.S.C. § 1367.

18 4. This court has jurisdiction under 28 U.S.C. §§ 2201 and 2202, the
19 Declaratory Judgments Act, and Federal Rules of Civil Procedure 57 and 65 to
20 grant the declaratory and injunctive relief requested by Plaintiff.

21 5. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because
22 a substantial part of the events giving rise to the claims occurred in this district.

23 **PARTIES**

24 **Plaintiff**

25 6. Plaintiff Miguel Estrada Avila is a resident of Santa Ana, California
26 and has been a Deferred Action for Childhood Arrivals (“DACA”) recipient since
27 2012. As a DACA recipient, Plaintiff Estrada received authorization to work in the
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1 United States and a Social Security Number. The mortgage was for a property
2 located in Riverside, California.

3 7. Plaintiff Estrada was subjected to the violations described in this
4 Complaint.

5 **Defendant**

6 8. Defendant Rocket Mortgage, LLC is a mortgage loan provider that
7 serves all fifty states, including California. Defendant is a licensed lender under
8 California law.

9 9. Defendant has no physical branches and operates entirely online.

10 10. Defendant is incorporated in Delaware and headquartered at 1050
11 Woodward Avenue, Detroit, Michigan 48226.

12 11. Defendant provides mortgage lending and refinancing, as well as
13 personal and auto loans.

14 12. Defendant operated as Quicken Loans before rebranding to Rocket
15 Mortgage in July 2021. Quicken Loans remains a registered trademark of Rocket
16 Mortgage, LLC.

17 **STATEMENT OF FACTS**

18 13. Estrada has been a recipient of DACA since 2012. Since then he has
19 continuously possessed an employment authorization card and a Social Security
20 Number.

21 14. In or around July 2022, Estrada applied for a mortgage in the amount
22 of \$341,250, with Rocket Mortgage, to finance the purchase of an investment
23 residential property, located at 3447 Dwight Avenue, Riverside, California 92507
24 (the "Riverside Property"). This property had a sale price of \$455,000. Estrada
25 already had a prior mortgage with Rocket Mortgage for his primary residence at
26 the time.

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1 15. As part of the loan application, Estrada provided his: (1) Social
2 Security number; (2) status as “non-permanent resident alien”; (3) employment
3 information and income, and; (4) information on his financial assets and liabilities.

4 16. A couple of days after completing the loan application, Rocket
5 Mortgage provided Estrada with a “Loan Disclosure Summary.” That same day
6 Estrada signed a “Notice to Proceed with Loan Application.”

7 17. On or around July 19, 2022, Rocket Mortgage issued a “Closing
8 Disclosure” setting the closing date for the sale of the Riverside Property for July
9 27, 2022.

10 18. On July 22, 2022, Bobby Rastifard—branch manager for the
11 mortgage broker, All Western Mortgage Inc.—sent an email to Estrada notifying
12 him that Rocket Mortgage was requesting additional documents to close the
13 transaction, including “US Residency – I-797C showing renewal.”

14 19. On August 2, 2022, Estrada submitted a letter to Rocket Mortgage from
15 his immigration legal services provider stating that his DACA was valid through
16 October 26, 2022. Estrada had filed his DACA renewal application on July 30,
17 2022.

18 20. On August 3, 2022, Rastifard forwarded a text message to Estrada
19 from a Rocket Mortgage underwriter explaining that additional documents were
20 required because Estrada’s employment authorization would expire within 90 days
21 of closing. Rocket Mortgage had not requested these documents in Estrada’s prior
22 mortgage application.

23 21. Estrada explained to Rastifard that his DACA grant was valid until
24 October 26, 2022. Rastifard indicated that Rocket Mortgage would not proceed
25 with the loan unless Estrada provided a copy of a Form I-797C to demonstrate U.S.
26 Citizenship and Immigration Services’ (“USCIS”) receipt of his DACA renewal

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1 application. Estrada had not yet received Form I-797C from USCIS and therefore
2 could not comply with Rocket Mortgage’s request

3 22. On August 10, 2022, the escrow for the Riverside Property in California
4 was canceled, and Estrada lost his deposit in the amount of \$7,500 in addition to
5 \$500 in inspection fees.

6 23. On August 18, 2022, Estrada sent an email to Rastifard requesting
7 formal notification from Rocket Mortgage regarding why he was denied the
8 mortgage. Rastifard conveyed that Estrada was denied based on “immigration
9 documents expiring within 90 days, therefore requiring acceptable proof of
10 renewal.”

11 24. That same day, Estrada received a “Statement of Credit Denial,
12 Termination or Change” from Rocket Mortgage showing that the application was
13 “withdrawn” because he was “unable to provide immigration renewal documents.”
14 The notice indicated that it was from Quicken Loans— a registered trademark of
15 Rocket Mortgage, LLC.

16 25. On its website, under the “How to Qualify for a Home Loan as a US
17 noncitizen” tab, Rocket Mortgage advertises that “[f]inancing is also provided to
18 those who can prove lawful residency and have eligible visa or employment
19 authorization documents.” The website further states that non-permanent residents
20 must establish a likelihood of continued employment, “because many have visas
21 tied to their ability to work in the U.S.” However, it also states that failure to do so
22 is, “...by no means a deal breaker” so long as applicants can prove employment
23 authorization. Under the “Mortgage Restrictions for Non-U.S. Citizens” tab,
24 Rocket Mortgage also asserts that “anyone applying for a mortgage must have a
25 valid Social Security number.”

26 26. Estrada suffered harm as a result of Rocket Mortgage’s denial of his
27 mortgage loan application because of his alienage. Rocket Mortgage’s denial of
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1 his application caused Estrada to suffer damages, including loss of \$8,000 and
2 emotional distress.

3 27. Rocket Mortgage’s denial of his application caused Estrada to feel
4 discriminated against and excluded from the United States. The discrimination
5 took place in California where the property is located.

6 28. Rocket Mortgage’s denial of Plaintiff’s mortgage application due to its
7 limited and arbitrary requirements based on alienage is a violation of 42 U.S.C. §
8 1981.

9 29. Rocket Mortgage’s denial of a mortgage loan to Plaintiff because of his
10 immigration status violates the California Unruh Civil Rights Act.

11 30. There is an actual and substantial controversy between Plaintiff
12 Estrada and Rocket Mortgage.

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14 **FIRST CLAIM FOR RELIEF**
15 **Alienage Discrimination**
16 **(42 U.S.C. § 1981)**

17 31. Plaintiff incorporates by reference the allegations in all preceding
18 paragraphs.

19 32. Plaintiff is a person within the jurisdiction of the United States.

20 33. Plaintiff is an alien.

21 34. Plaintiff has the right to make and enforce contracts in the United
22 States and is entitled to the full and equal benefits of the law.

23 35. Defendant conducts business in the United States and is obligated to
24 comply with the provisions of 42 U.S.C. § 1981.

25 36. Defendant intentionally discriminated against Plaintiff on the basis of
26 alienage by denying him the opportunity to obtain a mortgage loan.
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1 37. Defendant intentionally discriminated against Plaintiff by interfering
2 with his right to make and enforce contracts for financial products on the basis of
3 alienage.

4 38. Plaintiff has no plain, adequate, or complete remedy at law to redress
5 the wrongs alleged here. Plaintiff requests that the Court issue a permanent
6 injunction ordering Defendant to alter its policies and practices to prevent further
7 violations on the basis of alienage.

8 39. Plaintiff is now suffering, and will continue to suffer, irreparable
9 injury from Defendant's discriminatory acts and omissions.

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11 **SECOND CLAIM FOR RELIEF**
12 **Violation of the Unruh Civil Rights Act**
13 **(California Civil Code §§ 51, *et seq.*)**

14 40. Plaintiff incorporates by reference the allegations in all preceding
15 paragraphs.

16 41. Defendant conducts business within the jurisdiction of the State of
17 California and, as such, is obligated to comply with the provisions of the Unruh
18 Act, California Civil Code §§ 51, *et seq.*

19 42. Plaintiff is entitled to full and equal accommodations, advantages,
20 facilities, privileges, or services in all business establishments of every kind
21 whatsoever no matter his immigration status, and no business establishment of any
22 kind whatsoever may refuse to contract with Plaintiff because of or due in part to
23 his immigration status.

24 43. Defendant violated the Unruh Civil Rights Act by denying Plaintiff
25 the opportunity to obtain a mortgage for a property located in California.

26 44. Under Section 52(a) of the Unruh Civil Rights Act, Plaintiff is entitled
27 to actual damages suffered, statutory damages of up to three times the amount of
28 actual damages suffered per violation, but no less than \$4,000, and attorneys' fees.

1 45. Under Section 52(c), Plaintiff requests that this Court issue a
2 permanent injunction ordering Defendant to alter its policies and practices to
3 prevent future discrimination on the basis of an applicant’s immigration status and
4 to prevent further violations of the Unruh Civil Rights Act.

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PRAAYER FOR RELIEF

WHEREFORE, Plaintiff’s prayer for relief is as follows:

- i. Declaratory judgment that Defendant’s policies and practices complained of here are unlawful and violate 42 U.S.C. § 1981 and the California Unruh Civil Rights Act;
- ii. A preliminary and permanent injunction against Defendant and its officers, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful policies and practices set forth herein;
- iii. Statutory and compensatory damages to Plaintiff in an amount to be determined at trial;
- iv. Reasonable attorneys’ fees and costs to the extent allowable by law;
- v. Such other and further relief as the Court deems just and proper.

1 Dated: July 26, 2024

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3 Respectfully submitted,

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/s/ Eduardo Casas

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Eduardo Casas

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Attorneys for Plaintiff

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